UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL NO. 73,	)	
and	)	
THE TRUSTEES of the SHEET METAL WORKERS LOCAL N0. 73 WELFARE FUND	)	Case No.
Plaintiffs,	)	
v.	)	
OAKLEY STEEL PRODUCTS COMPANY,	)	
Defendant.	)	

C O M P L A I N T

Plaintiffs, SHEET METAL WORKERS LOCAL NO. 73 (hereinafter "**Plaintiff Union**") and THE TRUSTEES of the SHEET METAL WORKERS LOCAL NO. 73 WELFARE FUND ("**Plaintiff Fund**") by their attorney, Michael S. Young, complain of OAKLEY STEEL PRODUCTS COMPANY, ("**Defendant**"), and allege as follows:

Count I (ERISA, 29 U.S.C. §1132)

1. This action arises under Section 502 of the Employee Retirement Income Security Act (hereinafter referred to as "ERISA") and Section 301 of the Taft-Hartley Act. (29 U.S.C. §§1132 and 185). Jurisdiction is founded on the existence of questions arising thereunder.

2. The Plaintiff Fund is a multiemployer plan as defined under 29 U.S.C.

§ 1002. Its principal office is located at 4550 Roosevelt Road, Hillside, Illinois 60162 within the Northern District of Illinois.

3. The Defendant is an employer engaged in an industry affecting commerce within the meaning of Section 301 of the LMRA, 29 U.S.C. §185(a). Its principle office is located at 650 28th Avenue in Bellwood, Illinois, and is within the Northern District of Illinois.

4. The Plaintiff Fund receives contributions from numerous employers pursuant to collective bargaining agreements between employers and the Plaintiff Union.

5. On July 20, 2015, Defendant executed a Collective Bargaining Agreement (hereinafter "CBA") with the Sheet Metal Workers' Union, Local No. 73, a true and correct copy of which is attached hereto as **Exhibit A**.

6. The CBA requires Defendant to contribute to the Sheet Metal Workers' Union Local No. 73 Welfare Trust (Ex. A at Article XIII) and binds Defendant to the plan's governing documents, including the Trust Agreement. The Trust Agreement requires the Defendant to submit monthly reports listing the hours worked by its bargaining unit employees (hereinafter referred to as "monthly contribution reports"). The Defendant is also required to make concurrent payment of contributions to the Plaintiff Fund based upon the hours worked by said employees.

7. Defendant breached the provisions of the Trust Agreement and the CBA by failing to submit its monthly contribution reports and corresponding payments for October, 2016 to the present.

8. In addition to the contributions due, Defendant has also incurred late fees for prior periods. The Trust Agreement requires a late assessment to be

imposed if contributions are not paid by the 30th day of the month after the contributions are due. See the Trust Agreement, Article V, Section 5, attached hereto as **Exhibit B**. Defendant has submitted untimely fringe benefit reports and contributions to the Plaintiff Fund since July, 2011. At the time of the filing of this Complaint, Defendant has incurred a total of $57,503.02 in assessed fees as a result of these late submissions.

9. As an employer obligated to make fringe benefit contributions to the Fund, Defendant is specifically obligated to compensate Plaintiffs for the additional administrative costs and burdens imposed by Defendant's failure to pay, or untimely payment of, contributions, by paying liquidated damages on the whole amount of contributions remaining unpaid, together with interest, as provided in 29 U.S.C. §1132(g)(2)(B).

10. As an employer obligated to make fringe benefit contributions to the Fund, Defendant is specifically obligated to pay Plaintiff's reasonable attorneys' fees and costs necessarily incurred in the prosecution of any action to recover delinquent contributions, as provided in 29 U.S.C. §1132(g)(2)(D).

11. Pursuant to 29 U.S.C. §1132(g)(2)(C), Plaintiffs are entitled to an amount equal to the greater of a) double interest on the unpaid contributions or b) interest plus liquidated damages provided for under the Trust Agreements not in excess of 20% of the amount due.

WHEREFORE, Plaintiffs pray:

A. That the Defendant be ordered to submit the unpaid contributions referenced in Count I pursuant to 29 U.S.C. §§1132(g)(A) and 1145;

B. That the Defendant be ordered to pay interest on the delinquent contributions referenced in Count I pursuant to 29 U.S.C. §1132(g)(2)(B);

C. That the Defendant be ordered to pay liquidated damages on the delinquent contributions referenced in Count I pursuant to 29 U.S.C. §1132(g)(2)(C);

D. That the Defendant be ordered to pay the late assessments referenced in Count I pursuant to 29 U.S.C. § 1145.

E. That the Defendant be ordered to pay the reasonable attorney fees and costs incurred by the Plaintiffs referenced in Count I pursuant to 29 U.S.C. §1132(g)(2)(D);

F. That Plaintiffs have such other and further relief as the Court deems just and equitable.

BY:/s/ Michael S. Young

MICHAEL S. YOUNG

Michael S. Young
ARDC #: 6304367
Gregorio & Marco, Ltd.
Attorney for Plaintiffs
2 North LaSalle Street
Chicago, IL 60602
(312) 263-2343